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7 Chapter 7 Trustee

8 **UNITED STATES BANKRUPTCY COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 In re:

12 PETER R. FADER  
13 dba Urchin Capital Partners  
14 dba Urchin Partners LLC,

15 Debtor.

Case No.: 08-30119-DM

Chapter 7

**DECLARATION OF KENNETH  
BROWN IN SUPPORT OF FIRST  
INTERIM APPLICATION OF  
PACHULSKI STANG ZIEHL & JONES  
LLP FOR ALLOWANCE AND  
PAYMENT OF COMPENSATION AND  
REIMBURSEMENT OF EXPENSES  
FOR THE PERIOD SEPTEMBER 16,  
2019 THROUGH NOVEMBER 28, 2022**

18 Hearing Date

19 Date: February 3, 2023

20 Time: 10:30 AM

21 Place: Courtcall/Videoconference

Judge: Honorable Dennis Montali

22 Objection Deadline: January 27, 2023

23 I, Kenneth H. Brown, declare as follows:

24 The following facts are personally known to me, and if called to do so, I could and would  
25 competently testify thereto.

26 1. I am a partner in the law firm of Pachulski Stang Ziehl & Jones LLP ("PSZJ"). I  
27 submit this declaration in support of the *First Interim Application of Pachulski Stang Ziehl & Jones*

1     *LLP for Allowance and Payment of Compensation and Reimbursement of Expenses for the Period*  
2     *September 16, 2019 through November 28, 2022 (the “Fee Application”). I have personally*  
3     *reviewed the information contained in the Fee Application, and believe its contents to be true and*  
4     *correct to the best of my knowledge, information and belief.*

5         2.     PSZJ practices throughout the nation (*see https://www.pszjlaw.com/aboutpresence.html*) and is the largest corporate restructuring law firm in the United States with  
6     roughly 80 lawyers, all of whom practice in the insolvency field, with offices located in Houston,  
7     Los Angeles, New York, San Francisco, and Wilmington (DE).

8         3.     PSZJ has exercised its billing judgment and agreed to a voluntary discount of  
9     \$11,069.00 in fees (an approximate 4% discount) in connection with the fees sought in the Fee  
10   Application.

11         4.     PSZJ customarily charges \$0.20 per page for photocopying expenses, \$0.10 per page  
12   for print jobs, and \$0.10 per page for scan copies. PSZJ’s photocopying machines automatically  
13   record the number of copies made when the person that is doing the copying enters the client’s  
14   account number into a device attached to the photocopier. PSZJ summarizes each client’s  
15   photocopying and printing charges on a daily basis. Whenever feasible, PSZJ sends large copying  
16   projects to an outside copy service that charges a reduced rate for photocopying. Pursuant to the  
17   guidelines promulgated by the Office of the United States Trustee, PSZJ has agreed not to charge for  
18   outgoing faxes. Fax receipts are charged at \$0.20 per page, the same costs as PSZJ charges for  
19   photocopies.

20         5.     PSZJ does not charge for local or long distance telephone calls placed by attorneys  
21   from their offices. PSZJ only bills its clients for the actual costs charged PSZJ by teleconferencing  
22   services in the event that a multiple party teleconference is initiated through PSZJ.

23         6.     Regarding providers of on-line legal research (e.g., LEXIS and WESTLAW), PSZJ  
24   charges the standard usage rates these providers charge for computerized legal research. PSZJ bills  
25   its clients the actual amount charged by such services, with no premium. Any volume discount  
26   received by PSZJ is passed on to the client.

7. I believe the foregoing rates for expenses are the market rates that the majority of law firms charge clients for such services. PSZJ has not been paid or promised any compensation from any source for services rendered in connection with this case.

8. PSJ has not entered into any agreement or understanding with any other entity for the sharing of compensation received or to be received for services rendered and/or to be rendered in connection with this case.

9. I believe that the compensation and expense reimbursement sought herein is in conformity with the *Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees for the United States Bankruptcy Court for the Northern District of California* except to the extent that certain of the project categories exceed \$20,000. Because of the nature and scope of services provided in those categories, creating additional or sub-categories was determined to be impracticable.

10. The compensation and expenses sought herein were billed at rates no less favorable than those customarily billed by PSJZ and generally accepted by the Firm's clients.

11. I have personally reviewed the invoice in this matter, and the invoice represents true and correct charges to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 11<sup>th</sup> day of January 2023, at San Francisco, California.

/s/ Kenneth H. Brown

Kenneth H. Brown